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Attorneys for Plaintiff  
THOMAS PROPERTIES GROUP, INC.  
Additional Counsel on Signature Page

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

THOMAS PROPERTIES GROUP, INC., ) Case No. CV12-05331 MMM (Ex)  
a Delaware Corporation, )

Plaintiff, )

vs. )

STRATEGIC ADVISORY, )  
INCORPORATED, a Virginia )  
corporation, LARRY E. FINGER, an )  
individual, an individual, )

Defendants. )

**CONFIDENTIALITY  
STIPULATION AND ~~[PROPOSED]~~  
PROTECTIVE ORDER**

1       **WHEREAS**, the parties to *Thomas Properties Group, Inc. v. Strategic*  
2 *Advisory Incorporated, et al*, Case No. CV12-05331 MMM (Ex) (C.D. Cal.)  
3 (together, the “Parties,” or individually, a “Party”), seek to enter into a confidentiality  
4 stipulation and protective order to govern discovery and the use of discoverable  
5 materials or information in the above-captioned case (the “Action”);

6       **WHEREAS**, the Parties have conferred and agree that the Action may require  
7 the discovery, production, disclosure, and use of certain documents, information and  
8 other materials that contain information that is confidential, proprietary or otherwise  
9 inappropriate for public disclosure, and, in certain instances, disclosure directly to the  
10 Parties; and

11       **WHEREAS**, the Parties desire to be protected against potential disadvantage,  
12 financial loss, hardship and/or substantial prejudice that may result from the  
13 unauthorized or inappropriate disclosure of confidential proprietary documents, or  
14 other information, or materials;

15       **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
16 and between the Parties through their undersigned counsel, and;

17       **IT IS HEREBY ORDERED** that this Confidentiality Stipulation and  
18 Protective Order (the “Order”) shall govern the use and handling of documents,  
19 including deposition testimony and transcripts, deposition notices and exhibits,  
20 interrogatories and interrogatory responses, requests for admissions and responses,  
21 and any other information or material provided, disclosed, produced, given, or  
22 exchanged by, between, and among the parties and any non-parties in connection with  
23 proceedings in the Action (such information or material hereinafter referred to as  
24 “Covered Material”) and any briefs, affidavits or other court documents containing or  
25 otherwise disclosing such Covered Material:

26       1. Any Party or non-party to the Action disclosing, producing, giving or  
27 exchanging any documents, information or material in connection with proceedings in  
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1 the Action, or whose documents, information, or material is being disclosed,  
2 produced, given, or exchanged by another Party or non-party in connection with the  
3 Action (the "Disclosing Party"), may designate any Covered Material as  
4 "Confidential" under the terms of this Order if such party in good faith reasonably  
5 believes that such Covered Material contains confidential, proprietary or  
6 commercially or personally sensitive information that requires the protections  
7 provided in this Order ("Confidential Information").

8 2. Any Disclosing Party may designate any Covered Material as "Highly  
9 Confidential" under the terms of this Order if such party in good faith reasonably  
10 believes that such Covered Material consists of highly sensitive information, the  
11 disclosure of which to the adverse party, even subject to the terms governing

12 Confidential Information under this Order, is substantially likely to cause competitive  
13 business injury ("Highly Confidential Information"); provided, however, that only  
14 that portion of Covered Material that contains Highly Confidential Information shall  
15 be designated Highly Confidential.

16 3. Nothing herein precludes any Party from challenging a designation of  
17 Covered Material as Confidential or Highly Confidential, or constitutes an  
18 acknowledgement that any Covered Material or category of Covered Material  
19 (including those set forth above) are discoverable or appropriate for designation as  
20 Confidential or Highly Confidential. If any Party objects to or disagrees with a  
21 Disclosing Party's designation of Covered Material as Confidential or Highly  
22 Confidential, they shall confer with the Disclosing Party and the parties shall attempt  
23 to resolve the objection or disagreement. To the extent the parties are not able to  
24 resolve any objection or disagreement, the provisions of paragraph 23 of this Order  
25 will apply; provided, however, that it is contemplated that every effort shall be made  
26 to resolve a dispute of a designation as Confidential or Highly Confidential within  
27 two (2) business days.



1 designated copies of said document within five (5) business days of becoming  
2 aware of such failure to designate, with the effect that such document is  
3 thereafter (including previously produced copies) subject to the protections of  
4 this Order. In the case of Confidential or Highly Confidential documents or  
5 materials that are inadvertently produced without the appropriate designation,  
6 but that were otherwise intended to be produced, the Disclosing Party shall  
7 deliver to each party to whom the Confidential or Highly Confidential  
8 documents or materials were inadvertently produced copies of the Confidential  
9 or Highly Confidential documents or material containing the appropriate  
10 designation and each such party shall either (1) return or destroy the  
11 Confidential or Highly Confidential documents or materials that were produced  
12 without the appropriate designation or (2) mark the Confidential or Highly  
13 Confidential documents or materials that were produced without the  
14 appropriate designation with the designation requested by the Disclosing Party;

15 (b) For depositions or other pretrial testimony, (i) by a statement on  
16 the record, by counsel, at the time of such disclosure; or (ii) by written notice,  
17 sent to all parties within ten (10) business days after receiving a copy of the  
18 final certified transcript thereof, and in both of the foregoing instances, by  
19 directing the court reporter that the appropriate confidentiality legend be  
20 affixed to all pages of the original and all copies of the transcript containing  
21 any Confidential or Highly Confidential information. Until expiration of the  
22 ten (10) business day period, all deposition testimony shall be deemed  
23 Confidential and treated as if so designated. The Parties may modify this  
24 procedure for any particular deposition, through agreement on the record at  
25 such deposition, without further order of the Court; and

26 (c) For Covered Material that is disclosed or produced in a non-paper  
27 medium (e.g., videotape, DVD, CD, audiotape, computer disks, etc.), by  
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1 affixing the legend "Confidential" or "Highly Confidential" on the medium, if  
2 possible, and its container, if any, so as to clearly give notice that the medium  
3 contains Confidential and/or Highly Confidential information. Documents  
4 produced in PDF or TIFF image format on a CD-ROM or other non-paper  
5 medium shall be marked in the manner provided for in paragraph 7(a) above.

6 8. Except as specifically provided for in this Order or subsequent Court  
7 orders or stipulations among the Parties (and the relevant non-party if the Confidential  
8 information in question was produced by a non-party), Covered Material produced in  
9 the Action and designated Confidential may be disclosed, summarized, described,  
10 characterized or otherwise communicated or made available in whole or in part only  
11 to the following persons:

12 (a) Outside counsel for the Parties in the Action, and regular and  
13 temporary employees, including clerical, paralegal and secretarial staff, and  
14 service vendors of such counsel (including outside copying and litigation  
15 support services including, without limitation, contract attorneys) assisting in  
16 the conduct of the Action for use in accordance with this Order;

17 (b) The parties to the Action, which for any Party that is an entity  
18 means any of its current directors, officers, in-house counsel, employees and  
19 general or limited partners who are actively participating in or assisting those  
20 parties in the Action;

21 (c) Experts, advisors, or consultants (together with their staff)  
22 assisting the Parties or their counsel in the Action; provided that any report  
23 created by such expert, advisor or consultant relying on or incorporating  
24 Confidential Information, in whole or in part, shall be designated Confidential;

25 (d) Any person indicated on the face of a document to be the author,  
26 addressee, or a copy recipient of the document, or as to whom there has been  
27 deposition or trial testimony that the person was the author or a recipient of the  
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document;

(e) Subject to and in accordance with paragraph 9, witnesses or deponents and their counsel, during the course of and, to the extent necessary, in preparation for depositions or testimony in the Action; provided, however, that no copies or notes relating to the Confidential Information shall be made by such person;

(f) The Court and its employees; and

(g) Court reporters employed in connection with the Action.

9. Except as specifically provided for in this Order or subsequent Court orders or stipulations among the Parties (and the relevant non-party if the Highly Confidential information in question was produced by a non-party), Covered Material produced in the Action and designated Highly Confidential may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the following persons:

(a) Outside counsel for the Parties in the Action, and regular and temporary employees, including clerical, paralegal and secretarial staff, and service vendors of such counsel (including outside copying and litigation support services including, without limitation, contract attorneys) assisting in the conduct of the Action for use in accordance with this Order;

(b) Experts, advisors, or consultants (together with their staff) assisting the Parties or their counsel in the Action; provided that any report created by such expert, advisors or consultant relying on or incorporating Highly Confidential Information, in whole or in part, shall be designated Highly Confidential;

(c) Any person indicated on the face of a document to be the author, addressee, or a copy recipient of the document, or as to whom there has been deposition or trial testimony that the person was the author or a recipient of the

document;

(d) The Court and its employees; and

(e) Court reporters employed in connection with the Action;

10. Persons identified in paragraphs 8(c), 8(e), and 9(b) above who do not fall within the descriptions in paragraph 8(b) and to whom Confidential and/or Highly Confidential Information is disclosed shall prior to such disclosure be required to sign an undertaking (a "Confidentiality Undertaking") in the form attached as Exhibit A hereto, agreeing in writing to be bound by the terms and conditions of this Order, consenting to the jurisdiction of the Court for purposes of the enforcement of this Order, and agreeing not to disclose or use any Confidential and/or Highly Confidential information in a manner or for purposes other than those permitted

hereunder; provided, however, that a non-party witness to whom Confidential and/or Highly Confidential information is first disclosed at deposition need not be required to sign a copy of the Confidentiality Undertaking in order to be bound by the terms hereof. Showing a Confidential or Highly Confidential document to a deponent does not waive the confidentiality protections otherwise afforded that document. The attorneys of record making Confidential and/or Highly Confidential information available to any person required to execute a copy of the Confidentiality Undertaking pursuant to this paragraph shall be responsible for obtaining such signed undertaking and for maintaining all original, executed copies of such Confidentiality Undertakings. Copies of any executed Confidentiality Undertaking shall be disclosed to counsel for the Disclosing Party upon agreement of the parties, which agreement shall not be unreasonably withheld, or upon further Court order. The requirements of this provision are not applicable to non-testifying, consulting experts.

11. To the extent non-parties are authorized by Court order or consent of all Parties hereto to attend a deposition or otherwise participate in discovery in this Action that may involve Confidential and/or Highly Confidential Information, such

1 non-party must sign a Confidentiality Undertaking in the form attached as Exhibit A  
2 hereto, agreeing in writing to be bound by the terms and conditions of this Order,  
3 consenting to the jurisdiction of the Court for purposes of the enforcement of this  
4 Order, and agreeing not to disclose or use any Confidential and/or Highly  
5 Confidential Information in a manner or for purposes other than those permitted  
6 hereunder.

7 12. Every person given access to Confidential or Highly Confidential  
8 Information shall be advised that the information is being disclosed pursuant and  
9 subject to the terms of this Order and may not be disclosed other than pursuant to the  
10 terms hereof.

11 13. Any Party seeking discovery from a non-party shall provide a copy of  
12 this Order to the non-party and notify the non-party that the protections of this Order  
13 are available to such non-party. Any non-party from whom discovery is sought in the  
14 Action may obtain the protection of this Order by signing and providing to outside  
15 counsel for the party seeking the discovery a certification and agreement, substantially  
16 in the form attached hereto as Exhibit B, stating that the non-party has read the Order,  
17 understands the terms of the Order, agrees to be fully bound by the Order, submits to  
18 the jurisdiction of this Court for purposes of enforcement of the Order, and  
19 understands that any violation of the terms of the Order shall be punishable by relief  
20 deemed appropriate by the Court.

21 14. Counsel for any Disclosing Party shall have the right to exclude from  
22 depositions any person who is not authorized by this Order to receive documents or  
23 information designated Confidential or Highly Confidential. Such right of exclusion  
24 shall be applicable only during periods of examination or testimony directed to or  
25 comprising information which is Confidential or Highly Confidential.

26 15. Counsel for any party wishing to file documents of any nature, including  
27 briefs, which have been designated as Confidential or Highly Confidential, or that  
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1 would disclose information from a document that has either been designated as  
2 Confidential or Highly Confidential, or would otherwise be required to be filed under  
3 seal, shall move to file such documents with the Court under seal and, providing that  
4 the Court approves the motion to file under seal, a statement shall be endorsed on the  
5 cover:

6 **“CONFIDENTIAL – SUBJECT TO COURT ORDER”**

7 It is understood that motions or other papers that are filed under seal shall be  
8 timely if a motion to seal attaching the motion or other papers sought to be sealed is  
9 filed within the time permitted for filing the attached papers.

10 It is understood that all such Confidential and Highly Confidential materials so  
11 filed shall be maintained by the Clerk separate from public records and shall be

12 released only upon further Order of this Court in accordance with Local Rule 79-5.2.

13 Upon the conclusion of the Action, any party may seek the return or destruction of  
14 documents it has filed under seal pursuant to this paragraph. Any such documents  
15 shall remain subject to the provisions of this Order.

16 16. Entering into, agreeing to and/or producing or receiving Confidential or  
17 Highly Confidential Information pursuant to or otherwise complying with the terms of  
18 this Order shall not:

19 (a) Operate as an admission that any discovery is appropriate or  
20 warranted in the Action, or an admission or waiver as to the proper scope of  
21 discovery in the Action;

22 (b) Operate as an admission that any document designated  
23 Confidential or Highly Confidential contains or reflects trade secrets or any  
24 other type of Confidential Information;

25 (c) Prejudice in any way the rights of any Party or non-party to object  
26 to the production of documents they consider not subject to discovery, or  
27 operate as an admission by any Party or non-party that the restrictions and  
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1 procedures set forth herein constitute adequate protection for any particular  
2 information deemed by any Party to be Confidential or Highly Confidential  
3 Information;

4 (d) Prevent the Parties to this Order from agreeing to alter or waive  
5 the provisions or protections provided herein with respect to any particular  
6 Covered Material;

7 (e) Prejudice in any way the rights of any Party to object to the  
8 authenticity or admissibility into evidence of any document, testimony or other  
9 evidence subject to this Order;

10 (f) Prejudice in any way the right of any Party or non-party to seek a  
11 determination by the Court whether any Confidential or Highly Confidential  
12 Information should be subject to the terms of this Order;

13 (g) Prejudice in any way the right of any Party or non-party to petition  
14 the Court for a further protective order relating to any purportedly confidential  
15 information;

16 (h) Waive, supersede, or amend the provisions of any prior  
17 confidentiality agreement between and/or among defendants, any of the Parties  
18 or non-parties, and/or any other person; and

19 (i) Be construed or operate as a waiver of any claim of privilege or  
20 immunity with respect to the production of any document.

21 (j) This Order has no effect upon, and shall not apply to, the Parties'  
22 or non-parties' use of their own Confidential or Highly Confidential  
23 Information for any purpose. Nothing herein shall prevent or in any way limit  
24 disclosure, use or dissemination of any information or documents that are in the  
25 public domain through no violation of this Order. The following shall not  
26 constitute Confidential documents or material for purposes of this Order: (i)  
27 information that is or becomes generally available to the public other than as a  
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1 result of a violation of this Order; (ii) information that was already in the files  
2 of a Party, other than the Disclosing Party, on a non-confidential basis prior to  
3 be being produced to such Party; (iii) information that becomes available to any  
4 Party on a non-confidential basis if the source was not, to the best of the  
5 receiving Party's knowledge, subject to any prohibition against transmitting the  
6 information to it; or (iv) information independently developed by any Party,  
7 other than the Disclosing Party, without use of Confidential documents or  
8 material. Nothing herein shall impose any restriction on the use or disclosure  
9 by a party of documents, materials or information designated as "Confidential"  
10 or "Highly Confidential" that have been obtained lawfully by such party  
11 independently of the discovery proceedings in the Action.

12 17. The production, transmission, or disclosure of any material that is  
13 arguably or actually subject to a claim of privilege or of protection as trial preparation  
14 material ("Privileged Covered Material") shall not prejudice, or constitute a waiver  
15 (either as to the specific document disclosed or as to other documents or  
16 communications concerning the same subject matter) of, or estop a party from  
17 asserting, any claim of privilege, work product or other ground for withholding  
18 production of that material. This "non-waiver" provision shall be construed in a  
19 manner consistent with Federal Rule of Evidence 502(b). If Privileged Covered  
20 Material has been produced, transmitted, or disclosed, the party making the claim of  
21 privilege, work product or other ground for withholding may notify the receiving  
22 party and state the basis for the claim. After being notified, the receiving Party (i)  
23 must promptly return or destroy the Privileged Covered Material and any copies  
24 (paper or electronic) the receiving Party has of it and (ii) may not make any disclosure  
25 of the Privileged Covered Material or use the Privileged Covered Material, or  
26 information gleaned from Privileged Covered Material, in connection with the Action  
27 or for any other purpose until the claim is resolved (even if such a disclosure were  
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otherwise permissible hereunder); provided, however, that a receiving Party may retain one copy of the Privileged Covered Material solely for purposes of submitting the Privileged Covered Material to the Court under seal for a determination of the claim of privilege. If a receiving Party disclosed the Privileged Covered Material before being notified, the receiving Party must make reasonable steps to retrieve it. This provision is intended to facilitate the production of electronic or paper records. No Party or non-party, by virtue of agreeing to this paragraph, is assuming any obligation, or in any way undertaking, to produce privileged matter, and no Party or non-party is agreeing to waive any applicable privilege.

18. In the event additional Parties join or intervene in the Action after the entry of this Order, such Parties shall not have access to Confidential or Highly

Confidential Information until counsel for each newly joined or intervening party has executed a Confidentiality Undertaking evidencing the newly joined or intervening party's intent to be bound by this Order, which shall be filed with the Court promptly.

19. The Parties agree to be bound by the terms of this Order pending the entry by the Court of this Order and any violation of its terms shall be subject to the same sanctions and penalties, as if this Order had been entered by the Court.

20. The attorneys of record shall take reasonable measures, consistent with this Order, to prevent the unauthorized disclosure or use of Confidential or Highly Confidential information and are responsible for employing reasonable measures to control the duplication of, access to, and distribution of, Confidential and Highly Confidential information.

21. The provisions of this Order shall, absent written permission of the Disclosing Party or further order of the Court, continue to be binding throughout and after the conclusion of the Action, including, without limitation, any appeals therefrom. Within ninety (90) days after receiving notice of the entry of an order, judgment or decree finally disposing of the Action, including the exhaustion of all

possible appeals, all persons having received Confidential or Highly Confidential Information shall either return such material and all copies thereof (including summaries and excerpts) to counsel for the Disclosing Party or destroy all such Confidential or Highly Confidential Information, and, in either case, certify that fact to counsel for the Producing Party. Outside counsel for the Parties shall be entitled to retain court papers, depositions and trial transcripts and attorney work product (including discovery material containing Confidential or Highly Confidential Information); provided, that such outside counsel, and employees of such outside counsel, shall maintain the confidentiality thereof and shall not disclose such court papers or attorney work product to any person except pursuant to court order or agreement by the Disclosing Party.

22. After the termination of the Action, this Order shall continue to be binding upon the Parties hereto, and upon all persons to whom Confidential or Highly Confidential Information has been disclosed or communicated, and this Court shall retain jurisdiction over all such Parties and persons for enforcement of its provisions.

23. During the pendency of the Action, any party objecting to the designation of any Covered Material or testimony as Confidential or Highly Confidential or the application of any provision of this Order may, after making a good-faith effort to resolve any such objection with opposing counsel, move promptly for an order vacating the designation or the application of said provision. While such an application is pending, the Covered Material or testimony in question shall continue to be treated as Confidential or Highly Confidential pursuant to this Order. Nothing in this Order is intended to shift the burden of establishing confidentiality which, at all times, remains upon the Disclosing Party.

24. Counsel shall confer on such procedures that are necessary to protect the confidentiality of any documents, information and transcripts used in the course of any court proceedings. In the event that any Confidential or Highly Confidential

1 information is used in any court proceeding in the Action or any appeal therefrom,  
2 such Confidential or Highly Confidential information shall not lose its status as  
3 Confidential or Highly Confidential information through such use.

4 25. If any person receiving documents covered by this Order (the  
5 "Receiver") is subpoenaed or receives other compulsory process in another action or  
6 proceeding or is served with a document demand, and such subpoena, process or  
7 document demand seeks Covered Material which was produced or designated as  
8 Confidential or Highly Confidential by someone other than the Receiver, the Receiver  
9 shall (i) give written notice by e-mail, hand or facsimile transmission within five (5)  
10 business days of receipt of such subpoena, process or document demand to those who  
11 produced or designated the information Confidential or Highly Confidential, and

12 which notice shall include or attach a complete copy of the subpoena or other  
13 discovery request, unless prohibited by law, and (ii) refrain from producing any  
14 Covered Material that has been designated Confidential or Highly Confidential in  
15 response to such a subpoena or document demand until the earlier of (a) receipt of  
16 written notice from the Disclosing Party that such party does not object to production  
17 of the designated Covered Material, or (b) resolution of any objection asserted by the  
18 Disclosing Party either by agreement or by final order of the Court with jurisdiction  
19 over the objection of the Disclosing Party, unless prohibited by law; provided,  
20 however, that the burden of opposing the enforcement of the subpoena or document  
21 demand shall fall solely upon the party who produced or designated the Confidential  
22 or Highly Confidential information, and unless the party who produced or designated  
23 the Confidential or Highly Confidential Information submits a timely objection  
24 seeking an order that the subpoena or document demand not be complied with, and  
25 serves such objection upon the Receiver by e-mail, hand or facsimile prior to  
26 production pursuant to the subpoena or document demand, the Receiver shall be  
27 permitted without violating this Order to produce documents responsive to the  
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1 subpoena or document demand on the response date. Compliance by the Receiver  
2 with any order directing production pursuant to the subpoena or document demand of  
3 any Confidential or Highly Confidential Information shall not constitute a violation of  
4 this Order. Nothing herein shall be construed as requiring the Receiver or anyone else  
5 covered by this Order to challenge or appeal any order directing production of  
6 Confidential or Highly Confidential Information covered by this Order, or to subject  
7 himself or itself to any penalties for non-compliance with a legal process or order, or  
8 to seek any relief from this Court.

9 26. Nothing in this Order shall preclude any Party from seeking judicial  
10 relief, upon notice to the other Parties, with regard to any provision hereof.

11 27. This agreement may be executed in counterparts each of which shall be  
12 deemed an original, but all of which shall constitute one and the same agreement.

13  
14 DATED: September 18, 2012

McKOOL SMITH HENNIGAN, P.C.  
J. Michael Hennigan  
Peter J. Most  
Caroline M. Walters  
Leaf K. Williams

17  
18 By /s/ Caroline M. Walters  
Caroline M. Walters

19  
20 Attorneys for Plaintiff  
THOMAS PROPERTIES GROUP, INC.

1 DATED: September 18, 2012

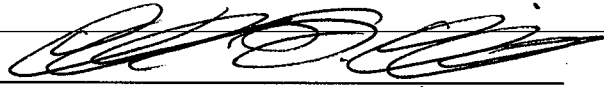
PINNISI & ANDERSON  
Michael D. Pinnisi

2  
3 AFFELD GRIVAKES ZUCKER LLP  
David W. Affeld

4  
5  
6 By /s/ Michael D. Pinnisi  
Michael D. Pinnisi

7 Attorneys for Defendants  
8 STRATEGIC ADVISORY, INCORPORATED  
and LARRY E. FINGER

9  
10 IT IS SO ORDERED this 19th day of September, 2012

11  
12   
13 Margaret M. Morrow *CHARLES F. EICK*  
14 United States District Judge  
*MAGISTRATE JUDGE*

McKool Smith Hennigan, P.C.  
Los Angeles, California

**EXHIBIT A**

**CERTIFICATION RE: CONFIDENTIAL  
AND HIGHLY CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_, hereby certify (i) my understanding that Covered Material and/or Confidential or Highly Confidential Information is being provided to me pursuant to the terms and restrictions of the Confidentiality Stipulation and Protective Order (the "Order") entered by the United States District Court, Central District of California, in the above-captioned action, and (ii) that I have read the Order.

I understand the terms of the Order, I agree to be fully bound by the Order, and I hereby submit to the jurisdiction of the United States District Court, Central District of California for purposes of enforcement of the Order. I understand that any violation of the terms of the Order shall be punishable by relief deemed appropriate by the Court.

Signature: \_\_\_\_\_

*Please Print or Type the Following*

Name: \_\_\_\_\_

Title and Affiliation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATION RE: CONFIDENTIAL  
AND HIGHLY CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_, hereby certify, on behalf of \_\_\_\_\_,  
that (i) \_\_\_\_\_ is producing Covered Material and/or Confidential or  
Highly Confidential Information in the above-captioned Action, that (ii)  
\_\_\_\_\_ seeks to obtain the protections provided by the Confidentiality  
Stipulation and Protective Order (the "Order") entered by the United States District  
Court, Central District of California in the above-captioned action, and (iii) I am  
authorized to execute this certification on \_\_\_\_\_'s behalf.

I hereby further certify that (i) I have read the Order, understand the terms of  
the Order, and agree to be fully bound by the Order, and (ii) \_\_\_\_\_  
hereby submit to the jurisdiction of the United States District Court, Central District  
of California for purposes of enforcement of the Order. On behalf of  
\_\_\_\_\_, I further certify my understanding that any violation of the terms of  
the Order shall be punishable by relief deemed appropriate by the Court.

Signature: \_\_\_\_\_

*Please Print or Type the Following*

Name: \_\_\_\_\_

Title and Affiliation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_